NOTES OF CASES.

Hospital as Agent of Railroad Company.—In Phillips *v.* St. Louis & S. F. R. Co., 111 Southwestern Reporter, 109, decedent was treated at a hospital that was operated in connection with the railroad. While he was known to be insane he was allowed to travel unattended on defendant's train to St. Louis, his home. Alighting there, he was killed by a street car. Defendant contended that the hospital was a distinct, charitable institution, although it appeared that a large part of its revenue was derived from fractional portions of the salaries of the railway employees. The Supreme Court of Missouri held that the hospital association was but an agent of defendant, and its negligence was the negligence of defendant.

Connivance at Wife's Adultery.—Complainant who sought a ground for divorce against his wife employed a detective agency to secure evidence. Thereupon it sent one of its employees, a woman, to complainant's house, who engaged board there. Having been there a few days, she invited defendant to accompany her to New York. There they met two men provided by the agency, who accompanied them to the matinee, to a wine room and finally to a hotel in Hoboken. Other members of the agency, having watched them, forced the door and found defendant in bed with one of the men. The Court of Chancery of New Jersey in Rademacher *v.* Rademacher, 70 Atlantic Reporter, 687, held that while this outrageous performance was not authorized by complainant himself, it was conducted in his interest by his agent, and he was not in a position to take advantage of a position brought about by his agent's acts.

Contract to Refrain from Using Information.—A manufacturer of steel, using a secret process, engaged the personal services of one Nichols under a contract binding him not to divulge any information relating to the process of making steel now known to him, or hereafter acquired by him, during the term of this agreement or afterwards. The Court of Errors and Appeals of New Jersey in Taylor Iron & Steel Co. *v.* Nichols et al., 69 Atlantic Reporter, 186, held that the necessary result of the enforcement of such contract would be that Nichols must either work for the complainant or remain idle, and he might, at the end of his service, be without an engagement for the rest of his life at the only trade he knows. Such a restraint savors of servitude, unrelieved by an obligation of support on the part of the master.

Advertising as a Nuisance.—In Fifth Avenue Coach Co. *v.* City of New York, 111 New York Supplement, 759, it appeared that plaintiff operated a line of automobile stages on which were carried ad-

vertising signs of tobacco and cigarettes. These signs were painted in glaring colors in large letters, contrasted so as to attract attention, and not blended to produce a harmonious or artistic effect, the result being a disfigurement rather than an ornament. Defendant insists that these signs constitute a nuisance. It is along Fifth Avenue, on Sunday, that this advertising panorama of brilliant signs and glaring billboards moves. The New York Supreme Court held that out of place, disagreeable, and offensive though they are, both to civic pride and æsthetic taste, the ultimate fact remains that no authority now exists which will justify the legal conclusion that the signs constitute a nuisance.

Evidence in Camera.—In a suit to restrain one from using secret processes the vice-chancellor refused to admit evidence as to their details or cross-examination with reference thereto. The difficulty in this case was to afford adequate protection to a secret, if any disclosure of it was required. It is essential that before one can be enjoined he must know exactly what he is forbidden to do. In Taylor Iron & Steel Co. *v.* Nichols, 69 Atlantic Reporter, 186, the Court of Errors and Appeals of New Jersey held that the embodiment of the secret in the injunction is not necessary, but testimony taken in camera may be sealed, and used only when it becomes necessary to determine whether there has been a violation.

Who Are Passengers.—In Hebert *v.* Portland R. Co., 69 Atlantic Reporter, 266, it appeared that one who was employed as "greaser," while being transported by his employer to his place of work was injured by a derailment of the car. On the ground that he had paid his fare with a ticket given by the company, and that he was going to his work, it was contended that he was not a passenger. The Supreme Judicial Court of Maine held that he had paid for the ticket by his services; that it was part of his wages and delivered to him as such; that it could make no difference in his status as a passenger whether he paid his fare in cash or in tickets thus earned.

Sleeping Juror.—During the trial of a case one of the jurors closed his eyes and appeared to be slumbering. The attorneys for appellant made affidavits that he was asleep. The opposing attorneys made affidavits that he was not asleep. The juror himself swore that he was not asleep, but that he had a habit of closing his eyes when listening to others, and that he heard all that was said by both witnesses and lawyers. In Continental Casualty Co. *v.* Semple, 112 Southwestern Reporter, 1122, the Court of Appeals of Kentucky decided that the circumstance did not warrant a discharge of the jury from the trial of the case.